

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

SIDLEY HOLDING CORP.,

Plaintiff,

v.

MORTON RUDERMAN,

Defendant.

CASE NO. 08-CV-2513 (WHP)

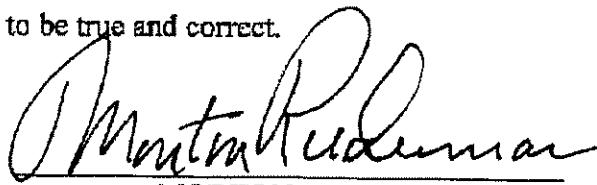
**DECLARATION OF MORTON  
RUDERMAN IN OPPOSITION TO  
MOTION FOR SUMMARY JUDGMENT**

MORTON RUDERMAN declares under penalty of perjury as follows:


1. I am the signatory on the Guaranty which is the subject matter of the above-referenced litigation. I submit this declaration in opposition to the motion for summary judgment made by Sidley. This declaration is based on personal knowledge of the facts and circumstances set forth below.
2. To the best of my recollection of this transaction, it was Sidley who drafted the Guaranty. When I executed it, it was not my intention, nor did I think it was Sidley's, that I would be liable for obligations of the third successive subtenant in the space, 10 years into the Lease between Sidley and SSSR. Nor would I have agreed to guaranty those obligations. It was my understanding that any liability I would have under the Guaranty would be subject to reasonable limitations with respect to the use and occupancy of the space by the Tenant.
3. In addition, it was my understanding from the express terms of the Lease, that the landlord would not unreasonably withhold consent to sublet, which I also believed was incorporated into the Guaranty which I signed.

4. When we became aware in 2006 that Goda was a problematic subtenant, we immediately took steps to locate a new tenant to take over the space. The landlord refused to allow us to sublet to any of the proposed subtenants, although any of them would have provided Sidley with rentals in excess of what was being paid under the Lease.
5. As it was explained and discussed prior to my executing the Guaranty, those limitations on the guaranty and protections would have been part of the Lease and a limitation of my obligation under the Guaranty.
6. When I reviewed the Guaranty in connection with this litigation, I was surprised to learn that none of these limitations were included in the Guaranty, as they should have been.
7. I understand that the landlord is taking the position that I am liable not only for all of the rents and additional rent which the subtenant failed to pay, but for costs and other fees, including attorneys' fees, in the amount of hundreds of thousands of dollars. This was never my understanding of my obligation.

I declare under penalties of perjury the foregoing to be true and correct.

  
MORTON RUDERMAN

Executed on September 5, 2008  
Essex, Massachusetts

  
Notary Public  
Helen P. Girard

*Commission Expires*  
*5/31/2014*